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ABSTRACT

The 1978 contract negotiations between the teachers and the school board of Philadelphia were important enough to draw in four identified types of third party: government officials (notably the mayor), neutral mediators, community interest groups (representing political, financial, parental, and general public interests), and the news media. The negotiations took place in a historical and political context that affected the amount of influence each third-party group could exert. Of particular significance in this instance was the active role taken by the mayor, who was highly conscious of the effect a strike could have on an upcoming city charter revision election that in its turn would determine whether he could run for a third term in office. This document analyzes the role played by the major third-party groups in terms of levels of activity, of access to the negotiations, and of influence. The historical and political context and relevant previous literature are discussed, and documentary sources as well as observations made by participants in after-the-fact interviews are used to generate data for the study. (Author/PGD)

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THIRD-PARTY PARTICIPATION IN THE 1978 TEACHER NEGOTIATIONS IN PHILADELPHIA: THE POLITICS OF BARGAINING

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THIRD-PARTY PARTICIPATION IN THE 1978 TEACHER NEGOTIATIONS

IN PHILADEPHIA: THE POLITICS OF BARGAINING

(Outline)

I. Introduction

II. Context

- A. Historical Background
- B. Current Political Scene
- C. Current Economic Situation
- D. Relevant Legal Framework
- E. Immediate Education Setting
- F. Immediate Bargaining Milieu
- G. Summary

III. Overview of 1978 Negotiations

- A. Issues
- B. Chronology

IV. A Summary of Third-Party Involvement

- A. Notion of Third Party
- B. Identity of Third Parties
- C. Activity of Third Parties
- D. Access of Third Parties
- E. Influence of Third Parties
- F. View of the Public Interest

V. Summary and Concluding Remarks

VI. Appendix: Interview Questions Regarding the 1978 Philadelphia Teacher Negotiations

VII. References

THIRD-PARTY PARTICIPATION IN THE 1978 TEACHER NEGOTIATIONS IN PHILADELPHIA: THE POLITICS OF BARGAINING

Introduction

In the summer of 1978, Thomas Colosi, Vice President of National Affairs for the American Arbitration Association, served as fact finder for the Philadelphia teacher negotiations. In the introductory comments of his final report, he described the intricate nature of the environment in which collective bargaining was occurring. He wrote:

> The bargaining relationship between the School Board of Philadelphia and the Federation of Teachers is just one of a complex network of largely uncoordinated relationships involved in the direct and indirect governance of the school system . . .
>
> The Governor, the State House of Representatives, the State Senate, the State Board of Education, various parents groups, taxpayers associations, the Mayor of Philadelphia, the Superintendent of Schools, the Board of Education of the School District of Philadelphia, the City Council, the Philadelphia private banking community, the Courts, the Federal Government and the news media are but some of the entities that contribute elements to this immediate relationship between the School Board and the Federation . . .
>
> . . . There currently exists no viable system for coordinated management of the problems of the Philadelphia schools (Colosi, 1978).

Given this tangled web of linkages in educational decision making, it is not surprising that, when teachers bargain with school managers, numerous third parties also try to affect the outcome of negotiations. Since collective bargaining is an integral part of school district governance in many cities, many third-party actors consider themselves to have a stake in what is decided at the negotiating table.

This paper presents the main findings of a study aimed at unraveling and examining some of the intracacies of third-party participation in teacher bargaining in a large urban area. This research was a case study

of a cycle of events surrounding the 1978 negotiations, beginning with the first bargaining session in October of 1978 and ending with the February, 1979 teacher reassignments in Philadelphia. The purpose of the study was to explore the activities, access, and influence of third parties in the 1978 Philadelphia teacher negotiations, as well as the views of the participants regarding the public interest in those negotiations and the context in which they occurred. This study proceeded in three stages: (1) review of pertinent literature; (2) analysis of relevant documents; and (3) ex post facto interviews of key actors (i.e., interest group leaders, negotiating team members, knowledgeable observers, etc.). The latter were identified both by means of the literature and document analyses and by nomination of other participants. The aim was to identify central figures rather than develop a representative sample. The interviews were structured and included both open and closed questions (see Appendix I for interview questions). Formal interviews were conducted right after the end of the case study cycle (February reassignments), although numerous informal discussions occurred throughout the cycle. In all, twenty-one central actors were formally interviewed. Interviews were normally about 45 minutes in length, though some were considerably longer and a few shorter. Interviewees were assured that they would not be identified with their remarks.

The conceptual framework upon which this study is based was derived from the Schick and Couturier (1977) development of the notions of access, influence, and the public interest and the context in which they occur. Since their study in part investigated the 1972-73 Philadelphia negotiations, it provided a valuable reference point for understanding the 1978 negotiations. In addition, the view of collective bargaining as a

social system (e.g., Cresswell and Murphy, 1976) constituted a general framework within which it was assumed that access and influence might operate.

The remainder of this paper presents this study's main findings in four sections. Section one explores the chief contextual variables within which the 1978 teacher negotiations occurred. Part two provides an overview of the 1978 negotiations. In the third section is discussed a summary of third-party involvement. And part four is devoted to an exploration of some implications of the third-party involvement.

Part One: The Context

The 1978 Philadelphia teacher negotiations are not comprehensible without an understanding of the contextual variables in evidence throughout. The chief historical event, in the sense that both interviewees and documentary sources continually alluded to its importance, was the 11-week teacher strike during the 1972-73 negotiations in Philadelphia (see Schick and Couturier, 1977 for an analysis of the 1972-73 negotiations and third-party involvement). Since almost all of the main actors in 1972-73 were also active participants in the 1978 negotiations, the spectre of that strike loomed very large. In addition, the third-party involvement that occurred during the 1972-73 bargaining definitely carried over into the 1978 experience. Coalitions formed or strategies attempted previously were renewed or refined in 1978. Some of these coalitions and strategies had also been activated during the 1976 teacher negotiations, the most recent teacher bargaining experience in Philadelphia before 1978.

The current political scene also provided an important context in 1978. The most dominant political event was the upcoming (November, 1978)

Charter Revision ballot provision. The significant part of this ballot measure was the proposal that a mayor's time in office could be extended past two terms (the current limit in the City Charter). The incumbent mayor, currently in his second term (to expire at the end of 1979), had supported the ballot measure, which would allow him to run for a third term. Participants and observers alike agreed that the mayor's actions in the 1978 teacher negotiations were greatly influenced by the upcoming Charter Revision vote. In addition, two other political factors seemed to have significance for the 1978 negotiations. First, over a year earlier, a recall movement had seemingly gathered enough signatures on petitions to place on the ballot a vote on the recall of the mayor. The petition effort was ultimately invalidated by the Pennsylvania Supreme Court, but the atmosphere it created in relation to the Charter Revision election could not be denied. Second, 1978 was a gubernatorial election year in which both major candidates were reform candidates from Pittsburgh. This seemed to signal Philadelphia's relative impotence at the state level, especially in view of the scandals involving Herbert Fineman and Henry Cianfrani. These two had to leave their very influential state legislative offices and were ultimately convicted of wrong doing. In short, the political climate at the time of the teacher negotiations was one in which Philadelphia's clout at the state level was definitely declining, thereby making state financial assistance for a teacher settlement highly unlikely. At the same time, Philadelphia's mayor was placed in the position of having the current teacher contract expiring a mere two months before an election in which his continuance in office past 1979 would be decided.

The current economic situation also had considerable bearing in the case of the 1978 teacher negotiations. Of major consequence was the

financial condition of the school district, especially in view of a 1977 agreement involving the school system, the municipal government (i.e., the mayor), the state government, and a consortium made up of Philadelphia financial interests (especially the banks). In 1977 the school district had a $173 million deficit in its attempt to balance its budget. This deficit was overcome by $50 million from the state, $24 million from the city, $29 million in proposed budget cuts, and $50 million from an emergency long-term loan from the banking community. As part of this agreement, the financial consortium inserted upon a school district promise that its budget would be balanced and that it would limit itself to no more than a 7% increase in budget per year for five years. This agreement at least potentially gave the financial consortium a veto over any substantial increases in the school budget, including any that might result from collective negotiations with district employees.

As is obvious from the above, the current legal framework in Philadelphia at the time of the 1978 negotiations was dominated by the fact that the school district is in a semi-independent relationship with the municipal government. The school district depends upon the municipal, state, and federal governments for its revenue levels, although it can develop its own budget within those revenues. But, it has no power to levy additional taxes to raise more revenues. Moreover, the school board members are appointed by the mayor. And, as in the case of the 1977 financial agreement, the mayor has in the past been responsible for addressing financial crises of the district.

Two other legal dimensions were important at the time of the 1978 negotiations. According to Pennsylvania Public Employee Law, An Act No. 195 (the "Public Employee Relations Act"), public employees have the right

to bargain collectively and even to strike (provided certain preliminary steps are taken and a court does not issue an injunction). Required steps before any strike include mediation and fact finding. It should be mentioned that the 1972-73 strike was enjoined, but it continued for several weeks thereafter. In 1975, this state law (Act 195) was interpreted by a court decision to enunciate a rather broad scope of bargaining, even in the area of educational policy if an item is of fundamental concern to the interests of employees (P.L.R.B. v. State College School District). Interestingly, at the very time in which the 1978 negotiations were under way, the New Jersey Supreme Court ruled that New Jersey teachers could bargain only about employment terms and conditions and not about such policy areas as teacher assignments and transfers, which were regarded as management prerogatives (Ridgefield Park Education Association v. Ridgefield Park Board of Education). The latter case, though having no jurisdiction in Pennsylvania, was seen by some to justify the Philadelphia school board negotiator's position on management rights during the 1978 negotiations.

In the education setting for the 1978 negotiations, a most important factor was the current plan for school desegregation in Philadelphia. The school district was under court order to desegregate. To help fund the first year of the district's three-year voluntary desegregation plan, application was made to H.E.W. for funding. H.E.W. in June informed the district that the staff had to be racially balanced within certain parameters if the district wanted funding to help in the student desegregation plan. This meant that approximately 2,100 teachers would need to be reassigned in order that the district could receive from $4 to $6 million. But, although the school district (after an initial reluctance until H.E.W. made it very clear that the district was in danger even of losing

present federal funds) was prepared to make such transfers unilaterally as a management right, the teacher union regarded such a transfer to be a negotiable item. Therefore, this one item, from a federal government source, reached the bargaining table and ultimately found its way into the final contract.

Finally, several current bargaining arrangements served as contextual variables for the 1978 teacher negotiations. First, very important were the settlements attained by Philadelphia municipal workers. On the very day that the fact finder came into town for the teacher negotiations the city's newspapers were carrying the news of an arbitration award of a 9% salary increase for uniformed municipal workers (police and later fire). Then, after an 8-day strike in mid-July, nonuniformed municipal workers won a two-year contract with the city, providing for a 7% salary increase immediately and a cost-of-living increase in the second year. Such a setting at the time made some kind of teacher increase seem almost inevitable. At the same time, however, within the school district non-teacher negotiation settlements were quite meager by most standards. The school district could argue (and it did) that the contracts for school administrators (Philadelphia Association of School Administrators) and for other district employees (e.g., Local 1201 of the International Brotherhood of Firemen and Oilers and Local 634 of the Food Service Workers) contained "givebacks," or union concessons. Thus, whereas the municipal workers' settlements set the precedent for increase, the non-teacher school district employees' contracts were models for restraint. The stage was set for a contest to decide which positon would prevail in the case of the teachers.

By way of summary, a number of specific occurrences or factors constituted the context for the 1978 teacher negotiations. On the basis of this study's analyses, the following were the most important contextual variables that affected the conduct of the 1978 negotiations (ranked in order of significance, where the first was identified as the most important). They were:

1. the City Charter Reform measure;
2. the 1972-73 Philadelphia teacher strike;
3. the settlements for municipal workers;
4. the $50 million loan agreement
5. the desegregation issue; and
6. the climate of "givebacks" created by other school district agreements.

Items 1, 2, and 3 favored the teacher position in the negotiations, if one makes the assumption that the mayor wished to avoid a strike (because of public opinion). Items 4, 5, and 6 supported the school district's position, if one assumed that pressure would be brought by the banking community to keep the school district within its 7% budget increase ceiling. Whereas all six of these items affected the negotiations, the actual settlement was mostly dominated by only a couple, as will become apparent.

Part Two: Overview of the 1978 Negotiations

The main issues in the 1978 negotiations emerged early and were relatively easily recognized by the media and most observers. The school district, claiming financial exigency, proposed that teacher preparation time (free time during the work week in which a teacher may prepare for classes) be reduced and that class size be increased (from 33 to about 37 maximum).

The district also proposed a cutback in teacher budget. Such "givebacks" (since the teacher union had won these provisions in previous negotiations) would result in a number of layoffs (one was 3,100) and significant monetary savings for the district (estimates ranged at different times from $40 to $60 million, depending on specifics). On the other hand, the Philadelphia Federation of Teachers (PFT), representing the teachers, argued for cost-of-living salary increases, an increase in the district's share of health insurance costs, and a reduction in class size. The PFT made it clear that it would not compromise on the issues of prepration time and class size, symbols of success due to the bitter 1972-73 strike.

Negotiations began on October 13, 1977, when the PFT placed its rather extensive list of contract demands on the table (The PFT Reporter, October 7, 1977, pp. 5-14). This was at the very time that the school district and the city were attempting to arrange the $50 million bank loan to avoid a financial crisis for the schools. On December 1, at the second negotiating session, the school board negotiator rejected PFT's proposals and placed on the table a document with the school board's proposals, based on the notions of inherent managerial prerogative and union givebacks. In March of 1978 the superintendent presented to the school board a budget with reduction of preparation time and increased class size built in. In May, it became quite apparent that neither party was ready to compromise. PFT announced that a strike was likely. And the mayor, in a taped TV interview, took a very hard line on the negotiations and made it clear that the city government was not going to fund any teacher settlement. In a statement that others were to quote again and again, he said:

> Not one dime is going to come from this city government to the school district while I'm mayor of Philadelphia. That settles it (Friedman, May 14, 1979).

In response to these positions, community groups, notably the Parents Union and Clergy United to Save Our Schools, organized various marches and meetings trying to build pressure for settlement. The bargaining relationship deteriorated as the PFT in a membership meeting reaffirmed its policy of "no contract-no work" and the school board negotiator reiterated his position that the board did not have the money to compromise. In mid-June the state mediator declared impasse, and so a fact finder was brought in.

Throughout July the fact finder met with the parties, and on August 14, 1978, the fact finder's report was issued. In the main, the fact finder recommended the status quo in a three-year contract, with the following exceptions. First, after two years, the present class size would be increased slightly and preparation time would be decreased slightly. And after no salary increase in the first year, the teachers would receive a 9% increase in the second year and up to 9% in the third (depending on the cost of living). The fact finder also recommended a change in one fringe benefit. Overall, the report tended to favor the union position somewhat, since the board of education position was based on the notion of givebacks. The school board negotiator's response to the fact finder's report was immediate: it was rejected. The PFT negotiator, although not accepting it as such, said that it could serve as the basis for further talks. One week later, the school board voted to transfer teachers to meet federal integration standards. The union responded that such a transfer was negotiable and should not be done unilaterally. On August 21, PFT's chief negotiator declared that the union might be willing to work under the present contract for up to a year and that the union was leaning toward binding arbitration. The school board negotiator's response was negative on both proposals. Throughout August, two community groups (the

Parents Union and the Clergy United to Save Our Schools) were publicly active in trying to get both sides to reach settlement. By the end of August, it became obvious that the mayor was taking a personal interest in the negotiations and that there were at least some signs that the management position was softening.

On September 1, the teachers began their strike by picketing the headquarters of the Board of Education. The show of force was apparently successful in keeping most people from entering the building. A Common Pleas Court quickly ruled that the PFT would have to limit its picketing of the Board offices. Meanwhile, unknown to many observers, the mayor's personal designee began meeting behind the scenes with the superintendent and the school board president in negotiating with the PFT's chief negotiator. The board's chief negotiator was withdrawn from negotiations at this time and had no more role to play in the bargaining. As community groups demanded "round-the-clock" negotiations, these secret meetings involving the mayor's representative were occurring. On September 6, 1979, the mayor, following a meeting of leaders of the financial community, the school board, and the teachers union, announced a tentative settlement. The next day, the teachers ratified the contract by a vote of 5,508 to 1,904. And the next day, the school board ratified it by an 8 to 1 vote.

The settlement had five major dimensions. In the area of salaries, there would be no increase the first year, 5% as of July 1, 1979, 5% more as of February 1, 1980, and 5% more as of May 1, 1980 (depending on years of experience). Class size would be at 37 until February, 1979, when it would be reduced to 33 (the same as it was in 1977-78). This meant that the layoffs proposed by the school board would go into effect in September, but that those teachers affected would be brought back into teaching posi-

tions in February. Preparation time would remain the same as in 1977-78. The union agreed to go along with the planned desegregation transfers in September, 1978. And a change in the health insurance plan was effected. The new contract would run from September, 1978 to August 31, 1980.

Even though the contract was approved by the major two parties, one final obstacle still needed to be encountered. The financial consortium still had to agree to let the school board exceed its 7% limit on budget increase. Immediately after the settlement, it was by no means clear that unanimous acceptance by the financial consortium would be easily forthcoming. Some concern was registered by some bankers over the long-term costs of the settlement. However, the mayor took the lead and said publicly that he would deliver the contract. And, after it was announced that the city would help pick up some of the school district's budget deficit, the consortium agreed to comply with the settlement, although some individuals were reluctant.

Two postscripts need to be added to this chronology. First, in February, teachers had to be reassigned because teachers were brought back from their layoffs. This caused a great deal of consternation among some teachers and community members, because of the amount of confusion accompanying the reorganizations of children needed to effect the changes in class size and the reassignments of teachers. Second, in March, 1979, the incumbent president of the PFT was voted out of office, and a new president was elected by a very close margin. The connection between this election and the contract settlement is by no means clear. However, there was at least some dissatisfaction among teachers regarding the relative commotion due to the September desegregation transfers and to the February reassignments, both of which were contractual items.

Part Three: A Summary of Third-Party Involvement

Various writers have taken different emphases when addressing "third parties" in collective bargaining. Some have principally viewed third parties as neutrals, especially mediators, fact finders, arbitrators, and sometimes government officials or agencies (e.g., Johnson and Pruit, 1972). Others have focused upon community interest groups (especially parents in education) and their stakes and involvement in negotiations (Institute for Responsive Education, 1975; National Committee for Citizens in Public Education, 1975). Still others have viewed negotiations more narrowly as a process between two individuals, so that almost anyone outside of the actual two negotiators could be termed a third party in the broadest sense of the term (Saraydar, 1971).

For the purposes of this study, "third party" is any individual or group other than the teacher union party (including its negotiating team) and the school board party (including its negotiating team and the superintendent and his top-level administrators). Ultimately, even though each party normally operates principally through its chief negotiator, each still has to ratify any contract. Thus, according to this notion of third party, the mayor, a state legislator, the mediator, the banking interests, and any other community group or individual are third parties. But, a dissident faction within the union or a top administrator at the district superintendent level would not be considered third parties.

Application of these concepts to Philadelphia is muddied to a certain extent by the semi-independent nature of the school system. In some senses, the mayor and municipal government as a whole have "managerial" relationship to the schools. For example, new school revenues from the local level would have to be approved by the City Council (with the mayor

having a veto power) and the mayor appoints the school board members. Nevertheless, it still seems more appropriate (in terms of the collective bargaining notion of two parties in a contractual relationship to each other) to regard the mayor and the City Council as third parties, rather than as direct parties to the contract.

One final remark needs to be made about this study's use of the term "third party." Not every possible third party actually attempted to be involved in the 1978 teacher negotiations in Philadelphia. Therefore, this study attempted to identify only those third parties that tried to affect the conduct of the negotiations or that served as some sort of channel between the negotiations and the general public (e.g., the media). It was assumed that those third parties that in fact influenced (if there were any) would be a subset of the entire group of those attempting to have some kind of influence or of those attempting to report or record the negotiations.

The first concern of this study was to identify third-party individuals and groups most active in the 1978 negotiations. On the basis of literature review, study of pertinent documents, and analysis of statements of those interviewed, a number of third-party groups or individuals emerged as having taken some action or position vis a vis the negotations. Those third parties (along with a brief sketch of some of their activites) were as follows:

1. Mayor of the City of Philadelphia.

   The mayor met on several occasions both formally and informally with various individuals and groups. He is credited with having the decisive hand (through his designee, the City Managing Director) in negotiating on behalf of the school district.

2. City Council of Philadelphia.

   The council as a body had little to do with the negotiations. It did have hearings in January of 1978 regarding the financial conditions of the school district. Both the school board chief negotiator and the union president made presentations before it. Informally, some City Council members had contact with participants in the negotiations.

3. The State Legislature.

   As a body had little to do with the negotiations (i.e., only indirectly insofar as school funding is concerned). Philadelphia area legislators did meet informally with the school board and its negotiator, community interest groups, and other participants.

4. The Courts.

   Suits were filed in Common Pleas Court to prevent a strike or its impact. For example, on September 1 a suit was brought against both the teacher union and school board to continue special education classes for handicapped children. Also, a Common Pleas Court ordered PFT to limit its picketing of the school board headquarters. However, because the strike ended before classes actually began, the Courts' direct role was rather limited.

5. State Mediator.

   In accordance with Pennsylvania law (Act 195, 1970), upon impasse and at the request of the parties, a mediator was supplied by the Pennsylvania Bureau of Mediation. He met constantly with both sides as well as with other participants until settlement.

6. Fact Finder.

In accordance with Pennsylvania law (Act 195, 1970), a fact finder was called in during the summer of 1978. He met formally and informally with various participants and issued a final written report, which was not binding on the parties.

7. Americans for Democratic Action.

The A.D.A. as a body did little more than process information with regard to negotiations, though some members, also members of more active community groups, were involved.

8. Chamber of Commerce.

As a body, the Chamber of Commerce did make public its position, which was relatively hard line against the union position and for fiscal responsibility. Also, there was some linkage between the group and the financial consortium.

9. Citizens Committee for Public Education in Philadelphia.

The Citizens Committee's role was largely informational, although it also took positions with regard to the school board's role as a representative of the community, the maintenance of class size, and the general financial well being of the district. The group met with both of the chief negotiators and normally it meets regularly with the superintendent.

10. Clergy United to Save Our School.

This group was formed in the spring of 1978 with the specific purpose of getting the negotiations moving and avoiding a strike. Clergy United took public stances urging the parties to come to a settlement, engaged in public demonstrations (in coalition with the Parents Union and members of other groups), and met with various participants.

11. Fellowship Commission.

Made up of many member groups, this organization, especially through its Education Committee, performed primarily an informational role.

12. Financial Consortium.

A group of 21 banking and insurance executives, representing their corporations, who were responsible for the $50 million loan to the school district in 1977 and the 7% ceiling on increases in its budget. Members of the consortium were active informally during the negotiations, especially in its crisis stage, and the group as a whole had to approve the school district's exceeding of the 7% limit in order to pay for the negotiated settlement.

13. Home and School Association.

This group met with all of the major participants, including the mayor and the City Managing Director. It took public positions and engaged in public demonstrations (with other groups, such as the Parents Union). Although it wished to avoid a strike, it also stressed financial responsibility for the school district.

14. League of Women Voters.

This organization primarily played an informational role and was generally regarded by all as having a low profile during the negotiations.

15. Northeast Professional Advisory Committee.

NEPAC is a loose association of service agencies in northeast Philadelphia. A core group of representatives attempted to mobilize community members in the area by means of public meet-

ings, position statements, and a petition campaign directed at avoiding a strike by bringing pressure on the negotiating parties.

16. Parents Union of Philadelphia.

The Parents Union, which had formed during the 1972-73 teachers strike, actively engaged in a broad range of activities aimed at averting a strike: meeting with both sides and other participants, taking public positions, holding candlelight vigils, supplying speakers to various meetings, working with other community groups (such as Clergy United and the Citizes Committee), and taking public positions (e.g., against any increase in class size).

17. Philadelphia Council of the AFL-CIO.

This council, of which PFT is an influential member, supported the PFT. The council was not as involved as it was in 1972-73, simply because the strike in 1978 was brief.

18. Urban Coalition.

As a body, this group issued a public letter, but generally was relatively inactive with regard to the negotiations. Individual members, however, were actively engaged as participants.

19. Mass Media.

The media, especially the print media, were active in covering all aspects of the negotiations, and were generally regarded as being fair by almost all interviewees. The media's role was primarily informational, although a number of editorial positions were also taken.

20. Middle Management (School).

The middle administrators of the district (especially through their organization, the Philadelphia Association of School Administrators) formally were relatively inactive. Informally, many individual administrators urged the school board negotiating team to protect and even regain management rights. PASA also has a contract with the school district, one provsion of which tied administrative salary levels to negotiated teacher salary levels.

21. Welfare Rights Organization.

This group had little, if any, involvement in the 1978 negotiations, though it has been identified as having a low level of influence during the 1972-73 negotiations.

Overall, in terms of level of activity, the third parties that were most engaged in attempting to influence or to make public the conduct of negotiations were: the state mediator, the Clergy United, the Parents Union, the Home and School Association, the media, the mayor, the fact finder, and the Citizens Committee. The state mediator's main goal was to achieve settlement by scheduling negotiating sessions, meeting with both parties and with other participants, and trying to find grounds for agreement. The Clergy United and the Parents Union, and to some extent the Home and School Council, spearheaded the coalition of community groups trying to avoid a strike. The range of activities went from receiving information about negotiations to active lobbying with the two parties and public officials. This coalition ultimately attempted to mobilize public opinion against any strike. The media represented a prime, though not only, means to reaching public opinion. The media ran stories on the

status of negotiations, the personal dimensions of the negotiations and the strike, in-depth analyses of the issues in the negotiations and of how the Philadelphia teachers compared with those of other districts in terms of salary and working conditions, and editorials taking specific positions. The Citizens Committee and the Home and School Association processed information and took stands on issues such as the financial implications of the negotiations and class size and preparation time. The mayor met informally with both parties and with other participants, such as members of the financial consortium and the fact finder. In addition, the mayor's designee directly negotiated the settlement with the union negotiator, while the school board chairman and the superintendent were available as resources. And the fact finder was active in the negotiations themselves not only by meeting with the two parties and issuing a report, but also by means of quasi-mediation and by meeting with such key individuals as the mayor and a leader of the financial consortium.

In terms of access, a distinction made by Schick and Couturier (1977) is helpful. For them, structural access meant "formal, institutionalized participation . . . [that is,] having a direct personal role in the decision making process" (p. 6). And political access was "informal political participation . . . [that is,] having indirect access, through another person who is an actual participant in the decision making process" (p. 6).

Both structural access and political access of third parties were in evidence during the 1978 negotiations. The mayor, through his designee, had actual decision-making power on the part of the school district, and this power was principally limited only by the positions of the union negotiator. Insofar as the financial consortium in theory had the power to veto the settlement, it could be said that this group had at least

semi-structural access. All other third parties had only the limited structural access identified by Schick and Couturier (1977, p. 60) in the 1972-73 negotiations, (i.e., through indirect selection of the board of education, attendance at public school board meetings where negotiations are discussed, public disclosure of settlement, attendance at budget hearings, and review of the fact finder's report. In addition, since the mayor was de facto a decision maker in the negotiations, third parties had limited structural access through direct election of the mayor (especially in view of the upcoming Charter Revision election).

All third parties had some degree of political access. Chiefly, this access was exhibited through direct contact with the chief negotiators and the mayor or through attempts to influence public opinion or other individuals (e.g., politicians, finance leaders) to bring pressure on those doing the negotiating. It should be noted that, in contrast to the 1972-73 negotiations, the school board's chief negotiator made a deliberate attempt to meet with various individuals and groups. All in all, the media had a pivotal position in much of the political access. Many third parties dramatized their activities (e.g., symbolic chaining of the entrance to the school board, candlelight vigils, demonstrations and marches, entering a school board meeting with 37 children, having grant report cards indicating performnce of politicians, placards with slogans, rallies, declaring a Save Our Schools Sabbath) in order to capture the attention of the media.

The attempts for political access to the actual negotiators continued throughout the 1978 negotiations. However, actual political access to the negotiations was more prevalent before the "crisis" negotiating occurred than after. In the last week before settlement, intense bargaining occurred between the mayor's designee and the union chief negotiator largely in

secret. There was relatively no outside access to these proceedings other than that of the mediator and the two persons serving as the mayor's designee's resources (the superintendent and the school board president).

In the matter of influence, there is almost a unanimity of opinion about the levels of influence of most third parties. The mayor emerges as the third party with the greatest amount of influence. He had the ability to influence the school board, the superintendent, and the financial consortium as well as to bargain directly with the union negotiator. The principal constraint upon the mayor was the City Charter Revision measure on the November ballot. This constraint had two dimensions. On the one hand, the mayor had to make sure that he did not alienate public opinion. Either a long strike or a costly settlement threatened to provoke a negative reaction, which might have carried to the polls in November. On the other hand, the mayor could not alienate the teacher union, which has enormous power to affect the outcome of elections in Philadelphia. The mayor's solution to this dilemma was a settlement (thus avoiding a long strike) that had few short-term costs (thus perhaps not alienating public opinion) but with some rather significant long-term gains for the union (thus perhaps not alienating the union).

Besides the mayor, there was relatively strong agreement (with a few dissenters) that the financial consortium had at least a moderate influence upon the negotiations. This influence derived from the 7% spending limit imposed upon the district, the resulting need for the consortium to approve the financial aspects of the settlement (which took about a month), and the personal prestige of a few specific leaders of the group, especially in their relationship with the mayor. As long as funding was a major consideration, the consortium had (at least potentially) power over the

negotiations. An agreement that in practice could not have been sold to this group would not have been effected without alternate financing.

The media also had moderate influence over the negotiations. As was explained earlier, the media had the power to touch public opinion to an extent. Interestingly, the media by and large did not depict the teacher union's position unfavorably, whereas on several occasions the mayor was attacked and the school board position depicted as unduly inflexible. The mayor's early statement about "not one more dime" was quoted again and again as unnecessary intransigence with a political motive.

Both the mediator and the fact finder were perceived by most interviewees and documents as having a moderate influence upon the negotiations. Since both tended to support the status quo, the school board negotiator's early strong stand (with its emphasis upon union givebacks) found no strong support with them. All in all, their very proximity to the negotiations was viewed as having at least some influence upon the bargaining.

All other third parties, including the parents' groups, by and large had little influence on the negotiations. In fact, the greatest influence that they might have had would have been to articulate and foster a no-strike attitude in the community. To the extent that such an attitude affected the mayor's decisions in settlement, these groups had influence.

In summary, although a few third parties had high levels of activity and a few had high access in relation to the 1978 teacher negotiations, only one (the mayor) had a high level of influence. An overview of the levels of activity, access, and influence is given in Table 1. In several cases, its conclusions deviate from the findings in Schick and Couturier (1977, Chapter 3).

Table 1:

Levels of Activity, Access, and Influence
of Third Parties in 1978 Teacher Negotiations

Individual/Group	Kind of Third Party	Level of Activity	Level of Access	Level of Influence
Mayor/Designee	(Elected) Government	M	H	H
City Council	(Elected) Government	L	L	L
State Legislature	(Elected) Government	L	L	L
Courts	Government	L	L	L
State Mediator	Neutral	H	H	M
Fact Finder	Neutral	M	H	M
Amer. for Dem. Action	Community Interest (Political)	L	L	L
Chamber of Commerce	Community Interest (Business)	L	L	L
Citizens Committee	Community Interest	L-M	M	L
Clergy United	Community Interest	H	M	L
Fellowship Commission	Community Interest	L	L	L
Financial Consortium	Community Interest (Banking)	M	M	M
Home & School Council	Community Interest (Parents)	M	M	L
League of Women Voters	Community Interest	L	L	L
Northeast Prof. Ad. Comm.	Community Interest	L	L	L
Parents Union	Community Interest (Parents)	H	M	L
Phila. Council, AFL-CIO	Community Interest (Labor)	L	L	L
Urban Coalition	Community Interest	L	L	L
Urban League	Community Interest	L	L	L
Welfare Rights Org.	Community Interest	L	L	L
Mass Media	News	M	M	M
Middle Mgmt. (Schools)	School Administration	L	L	L

H = High M = Moderate L = Low

One final set of findings of this study relates to how various third parties define the public interest. This study examined this question in five ways. First, an attempt was made to determine whether any third parties could be considered a general public interest group/party as opposed to a special interest one (according to the distinction made by Schick and Couturier, 1977). Second, the perceptions of interviewees were gathered regarding which groups they considered to have "too little" or "too much" influence. The assumption is that this is an indirect way of asking how the public interest could be better served. Third, on the basis of documents and interviewee perceptions, each major third party's definition of the public interest at stake in teacher negotiations was determined. Fourth, interviewees were asked how adequately they thought the public interest was actually represented in the 1978 negotiations. And finally, interviewees were requested to describe how they thought the public interest could be better served in teacher negotiations.

With regard to the first issue (whether any group was a general public interest group), two groups appeared to be most closely identified with the general public interest: Clergy United and the Citizens Committee. The former was widely regarded as being interested in the welfare of the entire community. But, its almost single-minded insistence upon preventing a strike does raise a question about whether it truly was more than a special interest. The Citizens Committee also was generally considered a public interest group and has gained the image of being a watch-dog organization, especially with regard to the budget. This group's level of activity in the 1978 negotiation, however, did not approach that of some of the other groups. Two other third parties often identified with the general public interest were the mediator and the fact finder. Such a

perception certainly is in line with the intent of the mediation and fact-finding stages in the Pennsylvania Employee Relations Act. Nevertheless, it cannot be denied that the neutrals' purposes are to bring settlement. It is agruable whether the costs of settlement for the public are given due weight. There was almost a unanimous perception that the mayor, the City Council, and the financial consortium were special interests.

When the question is raised, which third parties had too little influence and which too much, there was general agreement in two instances. There was a pervasive belief that the mayor and the financial consortium had more influence than they should have had upon the 1978 negotiations. Clergy United, the Parents Union, the Citizens Committee, and the Home and School Council were often depicted as groups that should have had more influence over negotiations.

The ways in which different third parties defined the public interest were generally consonant with those in Schick and Couturier (1977). The main difference between the 1972-73 negotiations and those of 1978 was that during the latter experience there seemed to be more of a general feeling of "settle-at-any-cost." This was true probably because the 1972-73 experience was so devastating and also because there was a widespread expectation that the mayor would not allow a lengthy strike with a November Charter Revision election so near. As a result of dissatisfaction with the 1978 settlement, however, there appears to be a growing concern with financial and educational accountability. Some interviewees even spoke candidly of the need for the community to be able to take a strike in order to re-establish school management's "ability to manage the schools with flexibility and without numerous contractual constraints." Nearly all third parties agreed that quality education was the true goal, with different definitions being offered as the ways to reach it.

All things considered, interviewees overwhelmingly stated that the public interest was served less than adequately. Only one interviewee responded that the public interest was adequately represented during the negotiations. Most considered it very poorly represented.

Given such a general perception, one would expect that a number of suggestions would be forthcoming on how the public interest could be better represented. Overall, the interviewees were strongly committed to increasing the representativeness of existing political structures. There was strong sentiment for greater accountability of the school board and school management to the community. This finding supports Schick and Couturier's (1977) findings. There was also considerable endorsement of the ideal of greater community involvement in negotiations and some willingness to institute major changes in the existing collective bargaining structure: sunshine negotiations, parents at the bargaining table, and mandatory, binding arbitration. Most interviewees agreed that at very least the community at large should be provided with more information and an opportunity to give input to the school board negotiator.

Part Four: Summary and Concluding Remarks

The central third parties in the 1978 teacher negotiations were of four general types. First, there were government officials, the foremost being the mayor. He had the access and the incentive to exert his weighty influence to bring about settlement. In at least one sense, this is traditional democratic theory: the decision maker is one who is directly accountable to the public for his actions. In this case, the public would be able to exercise its voting power a mere two months after the settlement. The chief concern with dependence upon the mayor as the public's representa-

tive during teacher bargaining is tied to the semi-independent nature of the school system. Some argued that the mayor's job is big enough without giving him the added responsibility of the school district. In fact, as Perry (1974) noted, in the past the role of mayor in Philadelphia was largely uninvolved with intervention in school district affairs (pp. 8-9). Many participants would rather have seen the school board take a lead in negotiations as the community's representative.

A second kind of third party was the neutral, charged with trying to bring the two parties to some kind of settlement. There was a belief by some that neutrals by their very nature have a basic bias toward the status quo. If true, this would place an added burden on a school district negotiator trying to win give-back concessions from the union.

A third group of third parties is that made up of community interest groups, whether business, parents, or general community watch-dog. Three things were most notable about the community groups in Philadelphia. First, the parents and clergy groups were most hesitant to take a strike. This was natural since both parents and churches would have had to assume substantial burdens if schools had been closed by a strike. What by no means was clear was the point at which a proposed settlement would have been less preferred than a strike. But there were indications that such groups might in the future be willing to take harder stances in support of the school board negotiating posture if the situaton warranted it. Second, in many ways the parent and clergy groups were quite symphathetic to the teacher cause. Several possible explanations arose in the course of this study. Many have spouses or friends who are district employees. Moreover, many tend to be activists who are personally pro-union. Also, many simply believed that smaller classes (a teacher position) really are better for

their children. And the PFT itself is an exceptionally strong union in a union town. Factors such as these tend to decrease or minimize any possible antagonism between union and community.

A third characteristic of the community groups as a whole was the manisfestations of dual memberships. Almost every main participant in the 1978 teacher negotiations presently has, or at some time had, a role in some other community group. One person might be a member of both the Parents Union and the Citizens Committee. Another was once the president of the Home and School Council and now president of the Parents Union. The president of the teachers union was at the same time the Secretary of the Urban Coalition, and so on. Such pervasive linkages among the various groups served at the very least as communication networks. Their full impact upon teacher negotiations is difficult to guage.

A fourth kind of third party was the media. Most participants appeared to consider the media as basically fair, though the union might have believed that they tended to be pro-business and the mayor thought that some were against his administration. All in all, the print media spoke of the teacher positions as being generally moderate and the school board's as being overly inflexible. Most articles during the negotiations alluded to an expectation that the mayor would come up with money for settlement just as he had in the case of the nonuniformed municipal workers.

Within the four main types of third parties most active in the 1978 teacher negotiations, perhaps the most interesting incident of third party actively involved the mayor's designee's role as an actual bargainer on behalf of the school board. After the board's chief negotiator had for so many months taken a quite strong stand based on his demands for union give-backs, he was suddenly totally removed from the scene and replaced

with the mayor's designee. Thus the anomaly occurred in which secret negotiations were conducted between a third party and the union while the board's own chief negotiator did not even know what was occurring. On the one hand, such a situation creates new flexibility on the part of the school board. On the other hand, the new-comer must be somewhat at a disadvantage by being unaware of all the bargaining nuances that had developed over the previous months. There was a very strong impression among most of the interviewees that because of this switch more was conceded by the school board position than was necessary.

One final observation can be made. During the course of this study, particularly the interviews, it became obvious that the instrument for the structured interviews was inadequate in several respects. Time and time again, interviewees suggested additional variables or distinctions or refinements that needed to be taken into account. On the basis of these interviews and in light of the findings of this study and a review of previous literature, it is possible to make some suggestions about variables that should be taken into consideration in conceptualizing the involvement of outsiders in teacher collective negotiations. Such would add to the growing literature in the field (e.g., Institute for Responsive Education, 1975; Schick and Couturier, 1977; Cheng, Hamer, and Barron, 1979).

First, as was obvious from the Philadelphia experience, involvement as such cannot be isolated from the "timing" for that involvement to occur. Thus, influence upon the negotiators early in the negotiations is likely to be very different from influence during the crisis negotiations immediately preceding a strike deadline.

Second, it might be helpful to conceptualize community involvement and parent participation as instances of the broader phenomenon of "third-party involvement." This distinction proved useful in this study because it made an assumption of the "bilateral" nature of collective bargaining while still respecting the stakes and interests that third parties have in what goes on in negotiations.

On the basis of this study and drawing from the literature, the following sets of variables are suggested as possible rudiments of a framework for studying the involvement of outsiders in teacher collective bargaining.

I. Timing (i.e., when is an actor involved)

- A. During proposal formulation
- B. During early negotiations
- C. During crisis negotiations
- D. During contract ratification

II. Actors

- A. School Board Party
- B. Union Party
- C. Third Parties
  1. neutrals (mediators, fact finders, arbitrators)
  2. government officials (legislative, judicial, executive)
  3. community interest groups
  4. school interest groups (non-teacher)
  5. media

III. Access

- A. To Whom/What
  1. to negotiators
  2. to negotiations
  3. to those with power over negotiators
- B. Kinds
  1. structural
  2. political

IV. Activities

A. Receiving information
B. Giving input/taking position
C. Reporting/analyzing information
D. Publicizing position
E. Facilitating negotiations
F. Observing negotiations
G. Bargaining as a party
H. Ratifying settlement

V. Nature of Access or Activity

A. Mandatory
B. Permissive

This is but a sketch of possible variables. Of course, they would need to be defined and integrated. Only on the basis of this study, however, the above framework does make some distinctions that arose during the 1978 teacher negotiations in Philadelphia. Better understanding of the interrelationships of some of these variables would probably lead to a better understanding of how collective bargaining works in public education.

INTERVIEW QUESTIONS
REGARDING THE
1978 PHILADELPHIA TEACHER NEGOTIATIONS

1. Which individuals or groups were most active in trying to affect the 1978 teacher negotiations and their outcome in Philadelphia?

2. Which individuals or groups had the greatest amount of access to the actual negotiations or to those doing the actual negotiating?

3. Which individuals or groups had the greatest amount of influence upon the actual negotiations or upon those doing the actual negotiating?

4. What role did you personally play in the negotiations or in trying to affect them?

5. What position(s) did your group take with regard to the negotiations?

6. What specific activities did your group engage in during the negotiations? With what purpose? With what effects?

7. Listed below are several prominent individuals and groups in Philadelphia. On a scale of 1 to 5, how much activity did each exhibit in order to affect the 1978 teacher negotiations?

	don't know	1 very little	2 little	3 some	4 much	5 very much
Urban Coalition						
Citizens' Committee for Public Education						
Americans for Democratic Action						
Parents' Union for Pub. Ed. in Phila.						
Home and School Council						
Urban League						
Chamber of Commerce						
Welfare Rights Org.						
League of Women Voters						
Phila. Council of the AFL-CIO						
Clergy United to Save Our Schools						
Northeast Professional Advisory Comm.						
Mayor Frank Rizzo						
City Council of Phila.						
School Board of Phila.						
Supt. Michael Marcase						
School Administration of Phila.						
Phila. Federation of Teachers						
Local Media (T.V., Newspapers, Radio)						
State Mediator (Edward G. Freehan)						
Fact-Finder (Thomas Colosi)						
The Financial Consortium						
The Courts						
Penna. State Legislature						

8. On a scale of 1 to 5, how much <u>access</u> did each of the following have to the actual negotiations or to the negotiators?

	don't know	1 very little	2 little	3 some	4 much	5 very much
Urban Coalition						
Citizens' Committee for Public Education						
Americans for Democratic Action						
Parents' Union for Pub. Ed. in Phila.						
Home and School Council						
Urban League						
Chamber of Commerce						
Welfare Rights Org.						
League of Women Voters						
Phila. Council of the AFL-CIO						
Clergy United to Save Our Schools						
Northeast Professional Advisory Comm.						
Mayor Frank Rizzo						
City Council of Phila.						
School Board of Phila.						
Supt. Michael Marcase						
School Administration of Phila.						
Phila. Federation of Teachers						
Local Media (T.V., Newspapers, Radio)						
State Mediator (Edward G. Freehan)						
Fact-Finder (Thomas Colosi)						
The Financial Consortium						
The Courts						
Penna. State Legislature						

9. What kinds of access did each of the following have to the actual negotiations or to the negotiators--formal (direct), informal (indirect), or neither?

	don't know	formal	informal	neither
Urban Coalition				
Citizens' Committee for Public Education				
Americans for Democratic Action				
Parents' Union for Pub. Ed. in Phila.				
Home and School Council				
Urban League				
Chamber of Commerce				
Welfare Rights Org.				
League of Women Voters				
Phila. Council of the AFL-CIO				
Clergy United to Save Our Schools				
Northeast Professional Advisory Comm.				
Mayor Frank Rizzo				
City Council of Phila.				
School Board of Phila.				
Supt. Michael Marcase				
School Administration of Phila.				
Phila. Federation of Teachers				
Local Media (T.V., Newspapers, Radio)				
State Mediator (Edward G. Freehan)				
Fact-Finder (Thomas Colosi)				
The Financial Consortium				
The Courts				
Penna. State Legislature				

10. On a scale of 1 to 5, how much <u>influence</u> did each of the following have upon the negotiations or upon the negotiators?

	don't know	1 very little	2 little	3 some	4 much	5 very much
Urban Coalition						
Citizens' Committee for Public Education						
Americans for Democratic Action						
Parents' Union for Pub. Ed. in Phila.						
Home and School Council						
Urban League						
Chamber of Commerce						
Welfare Rights Org.						
League of Women Voters						
Phila. Council of the AFL-CIO						
Clergy United to Save Our Schools						
Northeast Professional Advisory Comm.						
Mayor Frank Rizzo						
City Council of Phila.						
School Board of Phila.						
Supt. Michael Marcase						
School Administration of Phila.						
Phila. Federation of Teachers						
Local Media (T.V., Newspapers, Radio)						
State Mediator (Edward G. Freehan)						
Fact-Finder (Thomas Colosi)						
The Financial Consortium						
The Courts						
Penna. State Legislature						

11. Would you say that during the 1978 negotiations each of the following was primarily interested in its own special interests (spec. int.) or in the general public interest (gen. pub. int.)?

	don't know	spec. int.	gen. pub. int.
Urban Coalition			
Citizens' Committee for Public Education			
Americans for Democratic Action			
Parents' Union for Pub. Ed. in Phila.			
Home and School Council			
Urban League			
Chamber of Commerce			
Welfare Rights Org.			
League of Women Voters			
Phila. Council of the AFL-CIO			
Clergy United to Save Our Schools			
Northeast Professional Advisory Comm.			
Mayor Frank Rizzo			
City Council of Phila.			
School Board of Phila.			
Supt. Michael Marcase			
School Administration of Phila.			
Phila. Federation of Teachers			
Local Media (T.V., Newspapers, Radio)			
State Mediator (Edward G. Freehan)			
Fact-Finder (Thomas Colosi)			
The Financial Consortium			
The Courts			
Penna. State Legislature			

12. Would you say that each of the following had too little, the right amount, or too much <u>influence</u> over the 1978 teacher negotiations?

	don't know	too little	right amount	too much
Urban Coalition				
Citizens' Committee for Public Education				
Americans for Democratic Action				
Parents' Union for Pub. Ed. in Phila.				
Home and School Council				
Urban League				
Chamber of Commerce				
Welfare Rights Org.				
League of Women Voters				
Phila. Council of the AFL-CIO				
Clergy United to Save Our Schools				
Northeast Professional Advisory Comm.				
Mayor Frank Rizzo				
City Council of Phila.				
School Board of Phila.				
Supt. Michael Marcase				
School Administration of Phila.				
Phila. Federation of Teachers				
Local Media (T.V., Newspapers, Radio)				
State Mediator (Edward G. Freehan)				
Fact-Finder (Thomas Colosi)				
The Financial Consortium				
The Courts				
Penna. State Legislature				

13. What other individuals or groups (not named above) had access to or influence upon the negotiations or the negotiators? How much access and influence did they have?

14. What is your definition of the public interest at stake in the negotiations between school management and school teachers?

15. In your opinion, which individuals or groups actually represented the public interest in the 1978 teacher negotiations?

16. In your opinion, which individual or group had the greatest effect upon the 1978 negotiations (other than the representatives of the teachers or the management)?

17. In your opinion, what factor or event had the greatest effect upon the 1978 negotiations?

18. All in all, how adequately do you think the public interest was represented during the 1978 teacher negotiations?

___ very poorly
___ poorly
___ marginally
___ adequately
___ very adequately

19. How do you think the public interest in teacher negotiations in Philadelphia could be better served or represented?

20. Which individuals or groups do you think I should speak with in order to get an accurate picture of how third parties affected the 1978 teacher negotiations in Philadelphia?

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